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20 **UNITED STATES DISTRICT COURT**

21 **CENTRAL DISTRICT OF CALIFORNIA**

22 WONDERKILN, INC.,

Case No. 2:22-cv-03311-RGK (MARx)

23 Plaintiff,

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

24 v.

DISCOVERY MATTER

25 SNAP INC.,

Hon. Margo A. Rocconi

26 Defendant.

27 AND RELATED COUNTERCLAIMS.

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of such
2 material in preparation for and in the conduct of trial, to address their handling at the end
3 of the litigation, and serve the ends of justice, a protective order for such information is
4 justified in this matter. It is the intent of the parties that information will not be designated
5 as confidential for tactical reasons and that nothing be so designated without a good faith
6 belief that it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 **Challenging Party**: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 **“CONFIDENTIAL” Information or Items:** information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under **Federal Rule of Civil Procedure 26(c)**, and as specified above in the Good Cause Statement.

2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

Information or Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means

2.5 “HIGHLY CONFIDENTIAL – SOURCE CODE” Protected Material:
sensitive “Confidential Protected Material” representing or consisting of Source Code as
defined in section 2.18.

2.6 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff)

2.7 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

1 2.8 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated in
4 disclosures or responses to discovery in this matter.

5 2.9 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.10 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.11 Non-Party: any natural person, partnership, corporation, association, or
11 other legal entity not named as a Party to this action.

12 2.12 Outside Counsel of Record: attorneys who are not employees of a party to
13 this Action but are retained to represent or advise a party to this Action and have appeared
14 in this Action on behalf of that party or are affiliated with a law firm which has appeared
15 on behalf of that party, and includes support staff.

16 2.13 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their support
18 staffs).

19 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
20 Discovery Material in this Action.

21 2.15 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.16 Protected Material: any Disclosure or Discovery Material that is designated
26 as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

1 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 2.18 Source Code: computer code, associated comments, and/or revision
4 histories for computer code, formulas, engineering specifications, or schematics that define
5 or otherwise describe in detail the algorithms or structure of software or hardware designs.

6 3. **SCOPE**

7 The protections conferred by this Stipulation and Order cover not only Protected
8 Material (as defined above), but also (1) any information copied or extracted from
9 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
10 Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel
11 that might reveal Protected Material.

12 Any use of Protected Material at trial will be governed by the orders of the trial
13 judge. This Order does not govern the use of Protected Material at trial.

14 4. **DURATION**

15 Even after final disposition of this litigation, the confidentiality obligations
16 imposed by this Order will remain in effect until a Designating Party agrees otherwise in
17 writing or a court order otherwise directs. Final disposition will be deemed to be the later
18 of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and
19 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
20 remands, trials, or reviews of this Action, including the time limits for filing any motions
21 or applications for extension of time pursuant to applicable law.

22 5. **DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
24 Party or Non-Party that designates information or items for protection under this Order
25 must take care to limit any such designation to specific material that qualifies under the
26 appropriate standards. For written discovery responses, the Designating Party must
27 designate for protection only those responses, or parts of responses, that qualify so that the

1 remaining portions of the written discovery responses for which protection is not warranted
 2 are not swept unjustifiably within the ambit of this Order. Designations that are shown to
 3 be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
 4 encumber the case development process or to impose unnecessary expenses and burdens
 5 on other parties) may expose the Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
 7 designated for protection do not qualify for protection, that Designating Party must
 8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 10 Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
 11 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
 12 must be clearly so designated before the material is disclosed or produced.

13 Designation in conformity with this Order requires

14 (a) for information in documentary form (*e.g.*, paper or electronic documents,
 15 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
 16 Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “HIGHLY
 17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
 18 SOURCE CODE” (hereinafter “CONFIDENTIAL legend”), to each page that contains
 19 protected material. If only a portion or portions of the material on a page qualifies for
 20 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by
 21 making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection need
 23 not designate them for protection until after the inspecting Party has indicated which
 24 documents it would like copied and produced. During the inspection and before the
 25 designation, all of the material made available for inspection will be deemed “HIGHLY
 26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has
 27 identified the documents it wants copied and produced, the Producing Party must determine

1 which documents, or portions thereof, qualify for protection under this Order. Then,
2 before producing the specified documents, the Producing Party must affix the
3 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion
4 or portions of the material on a page qualifies for protection, the Producing Party also must
5 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
6 margins).

7 (b) for testimony given in depositions that the Designating Party identify the
8 Disclosure or Discovery Material constituting protected testimony on the record, before
9 the close of the deposition.

10 (c) for information produced in some form other than documentary and for
11 any other tangible items, that the Producing Party affix in a prominent place on the exterior
12 of the container or containers in which the information is stored the “CONFIDENTIAL
13 legend.” If only a portion or portions of the information warrants protection, the Producing
14 Party, to the extent practicable, will identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material. Upon
18 timely correction of a designation, the Receiving Party must make reasonable efforts to
19 assure that the material is treated in accordance with the provisions of this Order.

20 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s Scheduling
23 Order.

24 6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution
25 process under Local Rule 37-1, *et seq.*

26 6.3 The burden of persuasion in any such challenge proceeding will be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to

1 harass or impose unnecessary expenses and burdens on other parties) may expose the
 2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the
 3 confidentiality designation, all parties will continue to afford the material in question the
 4 level of protection to which it is entitled under the Producing Party's designation until the
 5 Court rules on the challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 **Basic Principles.** A Receiving Party may use Protected Material that is
 disclosed or produced by another Party or by a Non-Party in connection with this Action
 only for prosecuting, defending, or attempting to settle this Action. Such Protected
 Material may be disclosed only to the categories of persons and under the conditions
 described in this Order. When the Action has been terminated, a Receiving Party must
 comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a
 location and in a secure manner that ensures that access is limited to the persons authorized
 under this Order.

7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
 employees of said Outside Counsel of Record to whom it is reasonably necessary to
 disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the
 Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom
 disclosure is reasonably necessary for this Action and who have signed the
 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional whom disclosure is reasonably necessary for this Action and who have signed wledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosures of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) the Court and its personnel;

(d) court reporters and their staff, including videographers;

(e) professional jury or trial consultants, mock jurors, and Professional whom disclosure is reasonably necessary for this Action and who have signed wledgment and Agreement to Be Bound" (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Protected Material.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any Disclosure or Discovery Material designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) up to three Experts (as defined by this Stipulated Protective Order) of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court and its personnel;

(d) court reporters and their staff.

(e) professional jury or trial consultants (but not mock jurors) who have signed a confidentiality agreement, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the Protected Material or a custodian who otherwise possessed or knew the Protected Material; and

1 (g) any mediator who is assigned to this matter, and his or her staff, who have
2 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

3 **8. DISCLOSURE AND INSPECTION OF SOURCE CODE**

4 (a) To the extent production or disclosure of Source Code is requested in
5 this case, a Producing Party may permit inspection of Source Code in a manner that
6 maintains security and confidentiality of the requested Source Code. Any Source Code
7 that is offered for inspection must be given all protections of “HIGHLY CONFIDENTIAL
8 - SOURCE CODE” and only individuals to whom “HIGHLY CONFIDENTIAL –
9 SOURCE CODE” Protected Material may be disclosed, as set forth in Paragraph 7.4 may
10 inspect the Source Code.

11 (b) Any Source Code to be produced or disclosed in discovery will be made
12 available for inspection upon reasonable notice to the Producing Party, which must not be
13 fewer than five (5) business days in advance of the requested inspection. A secured
14 computer containing the Source Code in a format allowing it to be reasonably reviewed
15 and searched as well as commercially acceptable software for creating PDFs (“Source
16 Code Computer”), will be made available during normal business hours (9:00 am to 6:00
17 pm local time) or at other mutually agreeable times, at the Century City, California office
18 of the Producing Party’s Counsel or another mutually agreed upon location. The Source
19 Code inspection must occur in a room without Internet access or network access to other
20 computers, and the Receiving Party shall not copy, remove, or otherwise transfer any
21 portion of the Source Code onto any recordable media or recordable device. The
22 Producing Party may visually monitor the activities of the Receiving Party’s
23 representatives during any Source Code review, but only to ensure that there is no
24 unauthorized recording, copying, or transmission of the Source Code. All persons entering
25 the inspection room where the Source Code is being viewed shall sign a log that includes
26 the names of persons who enter the room and the dates and times when they enter and
27 depart.

(c) The Receiving Party may request paper copies of limited portions of Source Code that are reasonably necessary to prepare filings, pleadings, expert reports, or other papers, or for use as an exhibit at deposition or trial. Under no circumstances will a Receiving Party be provided paper copies for the purposes of reviewing the Source Code as review of Source Code is only permitted electronically as set forth in paragraph (b) above. Absent an order of the Court upon a showing of good cause, the Receiving Party shall not receive more than 10 consecutive pages or an aggregate of more than 100 full pages of Source Code during the duration of the case without prior written approval of the Producing Party. When the Receiving Party requests paper copies of Source Code, the Receiving Party shall use the software available on the Source Code Computer to create PDFs of the portions of the Source Code for which the Receiving Party is requesting printed copies and save them in a folder on the desktop named “Print Requests” with a subfolder identifying the date of the request. The PDFs must include identifying information, if made available by the Producing Party, including the full file path and file name from which the Source Code was converted to PDF, the page number and line numbers of the Source Code if the IDE or other program for reviewing and searching the Source Code provides such information and allows it to be readily included in the PDF, and the date the printout of the Source Code PDF was requested. The request for printed Source Code must be served via an email request identifying the subfolders of the “Print Requests” folder that the Receiving Party is requesting. Within three (3) business days of such request, the Producing Party shall provide one copy of all such Source Code on paper including Bates Numbers and the label “HIGHLY CONFIDENTIAL - SOURCE CODE.” The Requesting Party may challenge the amount of Source Code to be provided in hard copy form pursuant to the dispute resolution procedure set forth in Section 6.

(d) The Receiving Party shall maintain a log of all paper copies of the Source Code. The log must include the names of all reviewers and recipients of paper copies and locations where each paper copy is stored. Upon five (5) day's advance written

1 notice to the Receiving Party by the Producing Party, the Receiving Party shall provide a
2 copy of this log to the Producing Party. The Receiving Party shall maintain all paper
3 copies of any printed portions of the Source Code in accordance with Section 9(h) below.
4 Except as required for electronic filing with the Court, the Receiving Party is prohibited
5 from creating any electronic or other images or making physical or electronic copies of
6 the Source Code from any paper copy of the Source Code for use in any manner (including
7 by way of example only, the Receiving Party may not scan the Source Code to a PDF or
8 photograph the code) and must not convert any of the Protected Material contained in the
9 paper copies of Source Code into any electronic format. Images or copies of Source Code
10 must not be included in correspondence between the Parties (references to production
11 numbers must be used instead) and must be omitted from pleadings and other papers. The
12 Receiving Party may only request additional paper copies if such additional copies are (1)
13 necessary to prepare court filings, pleadings, or other papers (including a testifying
14 Expert's expert report), (2) necessary for deposition, or (3) necessary for trial. The
15 Receiving Party shall not request paper copies for the purposes of reviewing the Source
16 Code other than electronically as set forth in paragraph (b) in the first instance. To the
17 extent a deposition is likely to involve Source Code, the Party taking the deposition, shall
18 provide at least seven (7) calendar days written notice of that fact, and the Producing Party
19 will make paper copies of Source Code available for use at the deposition. Except for
20 those paper copies that have been provided to the Receiving Party, any paper copies used
21 during a deposition will be retrieved by the Producing Party at the end of each day and
22 must not be given to or left with a court reporter or any other unauthorized individual.

23 (e) The Producing Party shall install tools that are sufficient for viewing
24 the Source Code produced for inspection on the Source Code Computer and for converting
25 such Source Code into PDF format. The Receiving Party's Outside Counsel and/or
26 experts/consultants may request that additional commercially available software tools for
27 viewing and searching Source Code be installed on the Source Code Computer, provided,

1 however, that (a) the Receiving Party possesses an appropriate license to such software
2 tools; (b) the Producing Party approves such software tools; and (c) such other software
3 tools are reasonably necessary for the Receiving Party to perform its review of the Source
4 Code consistent with all of the protections herein. The Producing Party shall approve
5 reasonable requests for additional commercially available software tools. The Receiving
6 Party must provide the Producing Party with the CD, DVD, file path, or Advanced
7 Package Tool package containing such licensed software tool(s) at least six (6) business
8 days in advance of the date upon which the Receiving Party wishes to have the additional
9 software tools available for use on the Source Code Computer. The Producing Party shall
10 make reasonable attempts to install the requested software but will not be held responsible
11 for the proper setup, functioning, or support of any software requested by the Receiving
12 Party. By way of example, the Producing Party will not compile or debug software for
13 installation.

14 (f) No recordable media or recordable devices, including, without
15 limitation, sound recorders, computers, cellular telephones, peripheral equipment,
16 cameras, CDs, DVDs, or drives of any kind, will be permitted into the Source Code review
17 room. For avoidance of doubt, use or possession of any input/output device (e.g., USB
18 memory stick, mobile phone or tablet, camera or any camera-enabled device, CD, floppy
19 disk, portable hard drive, laptop, or any device that can access the Internet or any other
20 network or external system, etc.) is prohibited while accessing the computer containing
21 the Source Code.

22 (g) The Receiving Party's Outside Counsel and/or experts/consultants will
23 be entitled to take hand-written notes relating to the Source Code but may not copy the
24 Source Code into the notes and may not take such notes electronically on the Source Code
25 Computer itself or any other computer.

26 (h) The Receiving Party's Outside Counsel and any person receiving a
27 copy of any Source Code shall maintain and store any paper copies of the Source Code

1 and any notes taken during the inspection of the Source Code that reveal the substance or
 2 content of the Source Code at their offices in a manner that prevents duplication of or
 3 unauthorized access to the Source Code, including, without limitation, storing the Source
 4 Code in a locked room or cabinet at all times when it is not in use. No more than a total of
 5 three (3) persons¹ identified by the Receiving Party, excluding Outside Counsel, may have
 6 access to the Source Code.

7 (i) To the extent that the Receiving Party's Outside Counsel and any
 8 person receiving a copy of any Source Code maintain an office in their home and at
 9 another location, the Receiving Party's Outside Counsel and any person receiving a copy
 10 of any Source Code shall endeavor, to the extent possible, to avoid or to minimize the
 11 transport any copies of Source Code between those locations.

12 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
 13 **IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation that
 15 compels disclosure of any information or items designated in this Action as
 16 "CONFIDENTIAL," that Party must:

17 (a) promptly notify in writing the Designating Party. Such notification will
 18 include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or order to
 20 issue in the other litigation that some or all of the material covered by the subpoena or order
 21 is subject to this Protective Order. Such notification will include a copy of this Stipulated
 22 Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be pursued
 24 by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with the

26
 27 1 For the purpose of this provision, a "person" does not include an individual's
 employees, staff, partners, consultants, or any other direct or indirect reports.
 28

1 subpoena or court order will not produce any Protected Material designated in this action
2 before a determination by the court from which the subpoena or order issued, unless the
3 Party has obtained the Designating Party's permission. The Designating Party will bear
4 the burden and expense of seeking protection in that court of its confidential material and
5 nothing in these provisions should be construed as authorizing or encouraging a Receiving
6 Party in this Action to disobey a lawful directive from another court.

**10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as Protected Material. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's Protected Information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party will:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's Protected Information responsive to the discovery request. If the
 2 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
 3 information in its possession or control that is subject to the confidentiality agreement with
 4 the Non-Party before a determination by the court. Absent a court order to the contrary, the
 5 Non-Party shall bear the burden and expense of seeking protection in this court of its
 6 Protected Material.

7 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 9 Protected Material to any person or in any circumstance not authorized under this
 10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the
 11 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
 12 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
 13 unauthorized disclosures were made of all the terms of this Order, and (d) request such
 14 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
 15 attached hereto as Exhibit A.

16 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 17 **PROTECTED MATERIAL**

18 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 19 produced material is subject to a claim of privilege or other protection, the obligations of
 20 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).
 21 This provision is not intended to modify whatever procedure may be established in an
 22 e-discovery order that provides for production without prior privilege review. Pursuant to
 23 Federal Rule of Evidence 502(d) and (e), the parties have reached an agreement on the effect
 24 of disclosure of a communication or information covered by the attorney-client privilege,
 25 attorney work-product doctrine, the common-interest privilege, or any other applicable
 26 privilege as follows:

27 **12.1 Purpose:** Pursuant to Federal Rules of Evidence 502(d), the production or

1 disclosure of any privileged or otherwise protected documents (as defined by
 2 Fed. R. Civ. P. 34(a)(1)) and accompanying metadata (“Documents”), shall not result in
 3 the waiver of any privilege or other protection (including, without limitation, the attorney-
 4 client privilege, the work-product doctrine, the joint-defense privilege, the common-
 5 interest privilege, or any other applicable privilege) associated with such Documents as to
 6 the Receiving party or any third parties. The production or disclosure shall not result in any
 7 waiver, including subject matter waiver, of any kind, in this or in any other state or federal
 8 proceeding regardless of the circumstances of disclosure pursuant to Federal Rule of
 9 Evidence 502(d). This Paragraph shall be interpreted to provide the maximum protection
 10 allowed by Federal Rule of Evidence 502(d) with regard to Documents.

11 12.2 Clawback Agreement: In the event that a Producing Party discovers that it
 12 produced Documents subject to a legally recognized claim of privilege or work-product
 13 protection, it shall provide written notice of the claim to the Receiving Party (a “Clawback
 14 Notice”), identifying the subject Documents within thirty days of the discovery. The
 15 Producing Party shall also concurrently provide a privilege log listing the disclosed
 16 Documents.

17 12.3 Procedures for Following Clawback Notice

18 (a) Within ten business days of receipt of a Clawback Notice (regardless of
 19 whether the receiving party agrees with the producing party’s claim of privilege) or a
 20 receiving party’s own determination that information it received is privileged or work-
 21 product-protected, the receiving party must promptly return and/or destroy the
 22 Document(s), all copies thereof, and any notes that reproduce, copy, or otherwise disclose
 23 the substance of the information for which privilege is claimed, and notify the producing
 24 party when this is complete.

25 (b) If a receiving party challenges a claim that a Document specified in a
 26 Clawback Notice is privileged or work-product-protected, the receiving party shall notify
 27 the producing party of its positions within fourteen days of receiving the Clawback Notice

1 asserting the claim. Within fourteen days of the producing party's receiving notification of
 2 the dispute, the parties shall meet and confer in an effort to resolve their disagreement. If
 3 the parties are unable to resolve their disagreement, either party may submit the issue to
 4 the Court for a determination and may submit the Document(s) at issue under seal for *in*
 5 *camera* review pursuant to Civil Local Rule 79-5. In submitting such a dispute to the Court,
 6 the parties must follow the procedure outlined in Civil Local Rule 37, the Hon. Margo A.
 7 Rocconi's Standing Order on Discovery Disputes, and the Hon. Margo A. Rocconi's
 8 Procedures and Schedules page on this Court's website. The Document(s) covered by the
 9 Clawback Notice shall not be used or disclosed by the receiving party during the time in
 10 which the parties are meeting and conferring about the privileged nature of the
 11 Document(s) or during the time in which the privilege dispute is before the Court.

12.4 Prohibition on Use of Privileged Information: To the extent any party is
 aware that it has obtained privileged or work-product-protected information, or has received
 a Clawback Notice, or it is reasonably apparent that the party has obtained, privileged or
 work-product-protected information through production, disclosure, or communications,
 such information may not be submitted to the Court (except in connection with a challenge
 of the privilege assertion) or presented for admission into evidence or sought in discovery in
 this proceeding or in any other proceeding or action. The party must immediately notify the
 opposing party of its possession of such privileged information and return or destroy such
 information or Documents. Any Documents at issue in a privilege challenge that are filed
 with the Court must be filed under seal for *in camera* review pursuant to Civil Local
 Rule 79-5.

13. **RESERVATION OF RIGHTS**

By entering into this Stipulation or designating any Protected Material
 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
 "HIGHLY CONFIDENTIAL – SOURCE CODE" the Parties do not acknowledge that
 any such Protected Material is relevant or discoverable in this action. This Protective

1 Order shall not constitute a waiver of any right to seek discovery of, or alternatively to
 2 resist discovery of, any material in this action. Designation of Protected Material as
 3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
 4 “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to this Protective Order does
 5 not in any way restrict or adversely affect the Designating Party’s use or disclosure of
 6 such documents.

7 **14. MISCELLANEOUS**

8 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
 9 person to seek its modification by the Court in the future.

10 14.2 Right to Assert Other Objections. By stipulating to the entry of this
 11 Protective Order no Party waives any right it otherwise would have to object to disclosing
 12 or producing any information or item on any ground not addressed in this Stipulated
 13 Protective Order. Similarly, no Party waives any right to object on any ground to use in
 14 evidence of any of the material covered by this Protective Order.

15 14.3 Filing Protected Material. A Party that seeks to file under seal any
 16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only
 17 be filed under seal pursuant to a court order authorizing the sealing of the specific Protected
 18 Material at issue. If a Party’s request to file Protected Material under seal is denied by the
 19 court, then the Receiving Party may file the information in the public record unless
 20 otherwise instructed by the court.

21 **15. FINAL DISPOSITION**

22 Within 60 days after the final disposition of this Action, as defined in paragraph 4,
 23 each Receiving Party must return all Protected Material to the Producing Party or destroy
 24 such material. As used in this subdivision, “all Protected Material” includes all copies,
 25 abstracts, compilations, summaries, and any other format reproducing or capturing any of
 26 the Protected Material. Whether the Protected Material is returned or destroyed, the
 27 Receiving Party must submit a written certification to the Producing Party (and, if not the

1 same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
2 (by category, where appropriate) all the Protected Material that was returned or destroyed
3 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
4 compilations, summaries or any other format reproducing or capturing any of the Protected
5 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of
6 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
7 correspondence, deposition and trial exhibits, expert reports, attorney work product, and
8 consultant and expert work product, even if such materials contain Protected Material. Any
9 such archival copies that contain or constitute Protected Material remain subject to this
10 Protective Order as set forth in Section 4 (DURATION).

11 16. Any willful violation of this Order may be punished by civil or criminal contempt
12 proceedings, financial or evidentiary sanctions, reference to disciplinary authorities, or
13 other appropriate action at the discretion of the Court.

14
15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

16 DATED: December 7, 2022

Tucker Ellis LLP

17
18 By: /s/Steven E. Lauridsen
19 Steven E. Lauridsen

20 Attorneys for Plaintiff and
21 Counter-defendant, WonderKiln, Inc.

22 DATED: December 7, 2022

KILPATRICK TOWNSEND &
23 STOCKTON LLP

24 By: /s/Kollin J. Zimmermann
25 Kollin J. Zimmermann

26 Attorneys for Defendant and
27 Counterclaimant, Snap Inc.

ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2), the filing party attests that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

/s/Steven E. Lauridsen

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: December 14, 2022



Hon. Margo A. Rocconi
United States Magistrate Judge

TUCKER ELLIS LLP
Chicago ♦ Cleveland ♦ Columbus ♦ Los Angeles ♦ San Francisco ♦ St. Louis

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *WonderKiln, Inc. v. Snap, Inc.*, No. 2:22-cv-03311-RGK (MARx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order. I understand and acknowledge that failure to so comply could expose me to sanctions or punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name:

Signature: _____